

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MARIA GONZALEZ,

Docket no: 23cv7948
COMPLAINT

Plaintiff,

-against-

GOVERNMENT GENERAL INSURANCE
COMPANY,

JURY DEMANDED

Defendant.

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Plaintiff, MARIA GONZALEZ, by her attorney, CHARLES C. DESTEFANO, ESQ.,
complaining of the defendant, respectfully show and allege as follows:

FIRST: The plaintiff, MARIA GONZALEZ, at the time of the institution of this action,
was and still is a resident of the County of Richmond, City and State of New York.

SECOND: That upon information and belief, and at all times hereinafter mentioned, the
defendant, GOVERNMENT GENERAL INSURANCE COMPANY(hereinafter "GEICO")
is a foreign business corporation with its headquarters/ principal place of business in the State of
Maryland and engaged in the business of liability insurance in the State of New York.

THIRD: That jurisdiction properly lies with the Federal District Court by virtue of
the diversity of the citizenship of the plaintiffs and defendants as set forth in Title 28 U.S.C.
Section 1332 and the nature of this action being over the amount in question, exceeding the sum
of SEVENTY FIVE THOUSAND AND 00/100 (\$75,000.00) DOLLARS, exclusive of
interest and costs.

FOURTH: That at all times hereinafter mentioned, Forest Avenue at or near the intersection with Union Ave, in the County of Richmond, City and State of New York, was and still is a public highway in common use by the residents of the State of New York and others.

FIFTH: That on the 16th day of December, 2022, plaintiff MARIA GONALEZ was a pedestrian crossing Forest Avenue, in the crosswalk at the intersection of Union Avenue intersection with Ridgewood Avenue, in the County of Richmond, City and State of New York.

SIXTH: That on the 16th day of December, 2022, non-party Christopher Fiero, was operating his vehicle on Union Avenue, in the County of Richmond, City and State of New York and as he attempted to turn left on Forest Avenue, he struck plaintiff MARIA GONZALEZ, with his vehicle.

SEVENTH: That at the aforementioned time and place a collision occurred between the said vehicle mentioned herein and the plaintiff/pedestrian, which caused severe and personal injuries to the plaintiff, MARIA GONZALEZ.

EIGHTH: As a result of the impact, the plaintiff, MARIA GONZALEZ, sustained serious personal injuries, as defined by Section 5102 (d) of the Insurance Laws of the State of New York, including but not limited to a scaphoid fracture to the left wrist.

NINTH: That the accident and the injuries resulting to plaintiff, MARIA GONZALEZ, therefrom were caused by reason of the negligence of Christopher Fiero in the ownership, operation and maintenance of his motor vehicle.

TENTH: That as of the date of accident, December 16, 2022, Christopher Fiero, held a New York policy of automobile insurance issued by State Farm Insurance Company, with bodily injury limits in the amount of \$25,000 per person, \$50,000 each accident.

ELEVENTH: That on June 30, 2023, State Farm Insurance Company tendered the policy

limits of \$25,000. for settlement of their bodily injury claim with plaintiff.

TWELTH: That as of the date of accident, December 16, 2022, plaintiff MARIA GONZALEZ, resided with her son, Christopher A. Sosa at 104 Union Avenue, Staten Island, New York 10303.

THIRTEENTH: That as of the date of accident, December 16, 2022, Christopher A. Sosa held a policy of automobile insurance assigned policy number 4527-29-10-84, issued by defendant GEICO with bodily injury liability limits of \$100,000/300,000 and supplementary underinsured/uninsured policy limits of \$100,000/\$300,000. (Hereinafter "the policy").

FOURTEENTH: That as of the date of accident, of December 16, 2022, the policy was in full force and effect and plaintiff, MARIA GONZALEZ, resided in the household of Christopher A. Sosa, the named insured on the policy.

FIFTEENTH: That on July 11, 2023, plaintiff provided defendant, GEICO, with written notice of the intention to settle the underlying liability claim with the tortfeasor's (Christopher Fiero's insurance carrier arising from the automobile accident that occurred on December 16, 2022 and requested consent to settle the matter.

SIXTEENTH: That thirty (30) days of receipt of plaintiff's written notice of intention to settle the underlying liability claim has elapsed and therefore defendant, GEICO's, subrogation rights has been waived.

SEVENTEENTH: The plaintiff MARIA GONZALEZ, by her attorneys has provided defendant GEICO with all the requested medical records, reports and authorizations regarding the plaintiff's injuries and treatment.

EIGHTEENTH: Thereafter, the defendant, GEICO, refused to honor plaintiff's claim for Underinsured Motorist Benefits.

NINETEENTH: The plaintiff, MARIA GONZALEZ, demands payment in the amount of \$75,000 (which reflects the policy limits under the defendant Geico policy in an amount of \$100,000 less \$25,000 offset which reflects the amount of the tortfeasor's entire policy limit).

TWENTIETH: That the plaintiff, MARIA GONZALEZ, sustained serious personal injuries, and damages in excess of \$100,000 and defendant GEICO, is obligated to make payment pursuant to the terms of the policy of insurance and has refused to do so.

TWENTY FIRST: The amount of damages herein exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction in this matter.

WHEREFORE, the plaintiff CHRISTINE SANTORO, demands judgment against the defendant in the first cause of action and plaintiff STEVEN SANTORO, demands judgment against the defendant in the second cause of action and said causes of action are in amounts which exceed the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction, and amounts to be determined at the trial of this action altogether with the interest, costs and disbursements of this action.

JURY DEMAND

Plaintiff demands trial by jury.

Dated: Staten Island, New York
October 25, 2023

Law Office of CHARLES C. DESTEFANO
Attorney for Plaintiffs

By: 
CHARLES C. DESTEFANO

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